

September 18, 2017 7:00 P.M.

**JONES COUNTY BOARD OF COMMISSIONERS  
REGULAR MEETING**

**JONES COUNTY AGRICULTURAL BUILDING, 110 MARKET STREET  
TRENTON, NC 28585  
MINUTES**

**COMMISSIONERS PRESENT:**

Frank Emory, Chairperson  
Mike Haddock, Vice-Chairperson  
Sondra Ipock-Riggs, Commissioner  
Joseph Wiggins, Commissioner  
Zack Koonce, Commissioner

**OFFICIALS PRESENT:**

Franky J. Howard, County Manager  
Angelica Hall, Clerk  
Brenda Reece, Finance Officer  
Timmy Pike, EMS Director/Fire Marshall

**COMMISSIONERS ABSENT:**

The Chairperson called the meeting to order and Commissioner Joseph Wiggins gave the invocation. **MOTION** was made by Commissioner Sondra Ipock-Riggs, seconded by Commissioner Zack Koonce, and unanimously carried **THAT** the agenda be **APPROVED**.

**MOTION** was made by Commissioner Joseph Wiggins, seconded by Commissioner Mike Haddock, and carried **THAT** the minutes for the Regular Meeting on September 5, 2017 be **APPROVED** as presented.

**PUBLIC COMMENT PERIOD:**

None

**1. PUBLIC HEARING FOR SCHOOL PROJECT**

Mr. Franky Howard, County Manager, spoke briefly to the Board about the School Project.

Motion made by Commissioner Mike Haddock, seconded by Commissioner Sondra Ipock-Riggs and unanimously carried **THAT** the Board go into public hearing for comments related to the School Project.

No public comments

Motion made by Commissioner Sondra Ipock-Riggs, seconded by Commissioner Zack Koonce and unanimously carried **THAT** the Board close the public hearing on the School Project.

**2. TAX COLLECTION REPORT- AUGUST 2017**

Mr. Franky Howard presented the Board with the Tax Collection Report as of August 31, 2017, information only. A copy of this Tax Collection Report is marked **EXHIBIT A** and is hereby incorporated and made a part of the minutes.

**3. JURY COMMISSION APPOINTMENT REQUEST**

Mr. Franky Howard, County Manager, presented the Board with a request from the JC Clerk of Courts office to appoint Debbie Philyaw to the Jones County Jury Commission. **MOTION** made by Commissioner Zack Koonce, seconded by Commissioner Mike Haddock and unanimously carried **THAT** the request to appoint Debbie Philyaw to the Jones County Jury Commission be **APPROVED** as presented. A copy of the request is marked **EXHIBIT B** and is hereby incorporated and made a part of the minutes.

**4. WESTERN CARTERT INTERLOCAL COOPERATION AGENCY, FIRE SERVICES AGREEMENT- FORMER STELLA FIRE DISTRICT**

Mr. Franky Howard, County Manager, presented the Board with a request to approve the Interlocal Agreement for Fire Service with Western Carteret Interlocal Agency. Mr. Howard explained to the Board that Western Carteret Interlocal Agency recently took over the former Stella Fire District. **MOTION** made by Commissioner Zack Koonce, seconded by Commissioner Joseph Wiggins and unanimously carried **THAT** the Interlocal Agreement for Fire Service with Western Carteret Interlocal Agency be **APPROVED** as presented. A copy of the Agreement is marked **EXHIBIT C** and is hereby incorporated and made a part of the minutes.

**5. BUDGET AMENDMENT #4**

Mr. Franky Howard, County Manager, presented the Board with Budget Amendment #4 to keep the County in line with expenditures. **MOTION** made by Commissioner Joseph Wiggins, seconded by Commissioner Mike Haddock and unanimously carried **THAT** Budget Amendment #4 be **APPROVED** as presented. A copy of the Budget Amendment #4 is marked **EXHIBIT D** and is hereby incorporated and made a part of the minutes.

**6. REVISED CAPITAL REQUEST- 911/EOC PHONE SYSTEM**

Mr. Franky Howard, County Manager, presented the Board with a revised capital request in the amount of \$11,906.90 for a new phone system at the 911 Center Conference Room/Emergency Operations Center. Mr. Howard explained that there was a need to link and upgrade the phone system for the entire complex to include the Sheriff Department and EMS Department. This will allow for more flexibility with the phone system and give more options in the event that the EOC will be activated. Mr. Howard explained that the previous quote was for a smaller system with less phones and this request would take care of the entire complex. Mr. Howard explained that County Capital funds already budgeted would be used. **MOTION** made by Commissioner Joseph Wiggins, seconded by Commissioner Mike Haddock and unanimously carried **THAT** the Revised Capital Request in the amount of \$11,906.90 for a new phone system be **APPROVED** as presented. A copy of the Revised Capital Request is marked **EXHIBIT E** and is hereby incorporated and made a part of the minutes.

**7. INTERLOCAL CONTRACT EXTENSION- ONLOW COUNTY, TRANSFER, DETENTION AND CARE OF JONES COUNTY INMATES**

Mr. Franky Howard, County Manager, presented the Board with an extension of the Interlocal Agreement with Onslow County to house Jones County inmates if needed. **MOTION** made by Commissioner Zack Koonce, seconded by Commissioner Joseph Wiggins and unanimously carried **THAT** the extension of the Interlocal Agreement with Onslow County

be **APPROVED** as presented. A copy of the Resolution is marked **EXHIBIT F** and is hereby incorporated and made a part of the minutes.

**COUNTY MANAGER'S REPORT**

No Report

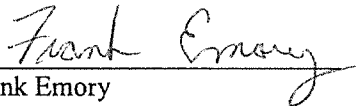
**COMMISSIONER'S REPORTS**

No Report

**PUBLIC COMMENT PERIOD:**

None

**MOTION** made by Commissioner Joseph Wiggins, seconded by Commissioner Sondra Ipock-Riggs, and unanimously carried **THAT** the meeting be **ADJOURN** at 8:11 p.m.

  
\_\_\_\_\_  
Frank Emory  
Chairman

  
\_\_\_\_\_  
Angelica Hall  
Clerk to the Board

## EXHIBIT A



## COUNTY OF JONES

## JONES COUNTY TAX OFFICE

Samuel B. Croom  
Tax Administrator

P.O. Box 87  
Trenton, North Carolina 28585-0087  
September 6, 2017

Phone: (252)448-2546  
Fax: (252)448-1080

Jones County Tax Collector:

For the Month of August

2017 Levy Collected by Tax Office:	\$ 625,876.01
2017 Levy Collected by NCVTS:	64,036.75
2007-2017 Levy Collected:	29,156.88
Total Levy Collected:	<u>\$ 719,069.64</u>

A handwritten signature of Samuel B. Croom in cursive script.

Samuel B. Croom  
Jones County Tax Administrator

2017 Levy	\$ 6,141,210.64
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Collected on 2017 Levy as of 8/31/2017:	840,270.78
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Other Levy Reduction:

Releases:	8,298.64
Write-Offs:	43.76
Total Levy Reduction:	<u>\$ 848,613.18</u>

Percent (%) of Levy Reduced as of 8/31/17:	13.82%
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Percent (%) of Levy Reduced as of 8/31/16:	11.46%
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EXHIBIT B



*State of North Carolina*  
*General Court of Justice*  
**CLERK OF SUPERIOR COURT**

CHARLES C. HENDERSON, CLERK  
EX OFFICIO JUDGE OF PROBATE

**JONES COUNTY**  
PO BOX 280  
TRENTON, NC 28585-0280  
PHONE: (252) 448-6220  
FAX: (252) 448-6221

W. DOUGLAS PARSONS  
SENIOR RESIDENT JUDGE

September 11, 2017

Jones County Commissioners  
Trenton, NC 28585

Re: Jury Commission Appointment

Dear Commissioners:

I would like to request that you appoint Debbie Philyaw to the Jury Commission for Jones County. This appointment will be for the next biennium beginning September 1, 2017.

If you have any questions, please give me a call.

Sincerely,

Donna L. Paschal  
Deputy Clerk

BOARD OF COUNTY  
COMMISSIONERS

FRANK EMORY, Chairperson  
8466 Hwy 41 West  
Richlands, NC 28574

MIKE HADDOCK, Vice-Chairperson  
839 Henderson Road  
Trenton, NC 28585

ZACK KOONCE  
1539 Ten Mile Fork Road  
Trenton, NC 28585

SONDRA IPOCK RIGGS  
862 Riggstown Rd.  
Pollocksville, NC 28573

JOSEPH F. WIGGINS  
641 Richlands Road  
Trenton, NC 28585



418 Hwy 58 N, Unit A  
TRENTON, NORTH CAROLINA 28585  
(252) 448-7571 FAX (252) 448-1072

COUNTY MANAGER

FRANKY J. HOWARD  
418 Hwy 58 N, Unit A  
Trenton, NC 28585

COUNTY ATTORNEY

JIMMIE B. HICKS  
P.O. Drawer 889  
New Barn, NC 28563

CLERK TO THE BOARD

Angelica Hall  
418 Hwy 58 N, Unit A  
Trenton, NC 28585

WEBSITE:  
[www.jonescountync.gov](http://www.jonescountync.gov)  
email:  
[jonescountyn@jonescountync.gov](mailto:jonescountyn@jonescountync.gov)

October 20, 2017

Jones County Superior Court  
P.O. Box  
Trenton, NC 28585


Re: Jury Commission Appointment

Ms. Paschal,

The Jones County Board of Commissioners during their regular meeting on September 18, 2017, appointed Debbie Philyaw to the Jury Commission for Jones County. This appointment will be for the next biennium beginning September 1, 2017.

Thank you for your interest and willingness to serve Jones County in this capacity. Feel free to contact this office if further assistance is needed.

Sincerely,

  
Angelica Hall  
Clerk to the Board

## EXHIBIT C

State of North Carolina

County of Jones

## AGREEMENT FOR FIRE SERVICE

**THIS AGREEMENT** is made and entered into this 18th day of September, 2017, by and between Western Carteret Interlocal Cooperation Agency, a unit of local government formed pursuant to N.C. Gen. Stat 160A-460, *et. seq.* (hereinafter "Department"), and the County of Jones, a political subdivision of the state of North Carolina (hereinafter "County");

**WITNESSETH**

**WHEREAS**, both the Department and the County desire to enter into a continuing contract to provide fire services in the approved District and to have such contract supersede and take the place of any contracts previously executed; and

**WHEREAS**, pursuant to authority granted by N.C. Gen. Stat. §§ 153A-11, 153A-149(c)(11) and 153A-233, the County may provide for rural fire protection services;

**NOW, THEREFORE**, in consideration of the mutual covenants and premises herein contained, the parties hereto agree as follows:

ARTICLE ISERVICES

The Department agrees to furnish and provide continuing fire protection service to property within its District by dispatching upon call of any resident or property owner within the said District appropriate fire apparatus and adequate personnel to operate the same.

ARTICLE IIPAYMENT

The County agrees to pay the Department for services rendered under this Agreement the amount of \$600.00 during the County's 2017-2018 fiscal year. Thereafter, contributions to the Department shall be made as part of the County's annual budget. All County funds are subject to the requirements of Article III of this Contract.

ARTICLE III

ANNUAL BUDGET AND FINANCIAL RECORD KEEPING

A. Annual Budget.

1. The Department shall submit an annual budget request for the upcoming County fiscal year to the County through the Jones County Fire Marshal by March 1<sup>st</sup> of each year.
2. The Fire Marshal will review the funding request and forward its recommendation to the County.
3. This Agreement is subject to the appropriation of funds for this particular purpose.

B. Financial Recordkeeping. Upon request, the County may inspect the financial books and records of the Department at reasonable times during regular business hours of the County.

ARTICLE IV

TERMINATION

Except as otherwise provided in this Agreement, either party may terminate this Agreement by giving at least six (6) months written notice prior to the end of the County's then current fiscal year. From and after the termination of this Agreement, the Department shall have no further obligations, including provision of Services under this Agreement and shall have no further right to receive any funds from the County for services within the District.

ARTICLE V

MISCELLANEOUS

A. Independent Contractor. Department understands and agrees that, in entering into this Agreement and providing Services, it is acting as an independent contractor; neither the Department nor its employees, members,



nor personnel shall be deemed or construed to be employees of the County.

B. Assignment. Department agrees that it will not assign this Agreement without obtaining prior written approval of the County.

C. Governing Law. This Agreement shall be construed in accordance with the laws of the State of North Carolina. Any claim arising out of this Agreement shall be brought in the General Court of Justice in Jones County.

D. Liability. The County shall not be responsible in law or equity for any liability incurred by the Department.

E. Compliance with Laws. The Department shall comply with all applicable Federal, State and Local laws, rules and regulations.

F. Notices. All notices which may be required by this Contract or any rule of law shall be effective when deposited in an official depository of the US Postal Service by certified mail or when received by hand-delivery as follows:

County: Jones County

Department: Western Carteret Interlocal

Cooperation Agency dba Western Carteret

Fire & EMS Department

Attn: County Manager

Attn: Chief

418 Hwy 58 N Unit A

140 Sherwood Ave.

Trenton NC, 28585

Cedar Point, NC 28584

G. Continuing Services/Mutual Assistance. Department agrees to furnish and provide continuing Fire Department services and related emergency services to all persons and designated property lying within the boundaries of its District and to provide mutual assistance to adjoining departments upon request or pre-designated emergency call procedures.

- H. Existence. Department warrants that it is a unit of local government formed pursuant to N.C. Gen. Stat 160A-460, *et. seq.* duly organized, validly existing and in good standing under the laws of the State of North Carolina and is duly authorized to furnish services described to the citizens of its approved District and has full power and authority to enter into and fulfill all the terms and conditions of this Agreement.
- I. Corporate Authority. By execution hereof, the person signing for Department below certifies that he/she has read this Agreement and that he/she is duly authorized to execute this Agreement on behalf of the Department.

**THE REST AND REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers in duplicate, each to serve as an original, this the day and year first above written.

WESTERN CARTERET INTERLOCAL COOPERATION AGENCY

By: \_\_\_\_\_

Chairman of the Board

COUNTY OF JONES

By: Frank Emory

Chairman, Board of Commissioners

Angie Hall

Clerk to the Board Of Jones County

CERTIFICATE OF FINANCE OFFICER:

This document has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Brenda C. Reece

County Finance Officer

THE REST AND REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

BOARD OF COUNTY  
COMMISSIONERSFRANK EMORY, Chairperson  
8465 Hwy 41 West  
Richlands, NC 28574MIKE HADDOCK, Vice-Chairperson  
839 Henderson Road  
Trenton, NC 28585ZACK KOONCE  
1539 Ten Mile Fork Road  
Trenton, NC 28585SONDRA IPOCK RIGGS  
862 Riggsdown Rd.  
Pollockville, NC 28573JOSEPH F. WIGGINS  
641 Richlands Road  
Trenton, NC 28585418 Hwy 58 N, Unit A  
TRENTON, NORTH CAROLINA 28585  
(252) 448-7571 FAX (252) 448-1072

## COUNTY MANAGER

FRANKY J. HOWARD  
418 Hwy 58 N, Unit A  
Trenton, NC 28585

## COUNTY ATTORNEY

JIMMIE B. HICKS  
P.O. Drawer 889  
New Bern, NC 28563

## CLERK TO THE BOARD

Angelica Hall  
418 Hwy 58 N, Unit A  
Trenton, NC 28585WEBSITE:  
[www.jonescountync.gov](http://www.jonescountync.gov)  
email:  
[jonescounty@jonescountync.gov](mailto:jonescounty@jonescountync.gov)

RESOLUTION BY THE Board of Commissioners  
Of THE COUNTY OF JONES  
Interlocal Agreement for Fire Service with Western Carteret Interlocal Agency

**WHEREAS**, the County of Jones and Western Carteret Interlocal Cooperation Agency desire to enter a continuing contract to provide fire services in the approved District and to have such contact supersede and take the place of any previously executed; and

**WHEREAS**, the County of Jones and Western Carteret Interlocal Cooperation Agency, pursuant to authority granted by N.C. Gen. State 153A-11, 153A-149(c)(11) and 153A-233, the County of Jones may provide for rural fire protection services; and

**WHEREAS**, Western Carteret Interlocal Cooperation Agency agrees to furnish and provide continuing fire protection service to property within its District by dispatching upon call of any resident or property owner within the said District appropriate fire apparatus and adequate personnel to operate the same; and

**WHEREAS**, the County of Jones agrees to pay Western Carteret Interlocal Cooperation Agency for services rendered under this contract the amount of \$600.00 during the County's 2017-2018 fiscal year. Thereafter, contributions to Western Carteret Interlocal Cooperation Agency shall be made as part of the County's annual budget; and

**WHEREAS**, Except as otherwise provided in this contact, either party may terminate this contract by giving at least six (6) months written notice prior to the end of the County's then current fiscal year. From and after the termination of this contract, Western Carteret Interlocal Cooperation Agency shall have no further obligations, including provision of Services under this Contract and shall have no further right to receive any funds from the County of Jones for services within the District.

**NOW, THEREFORE, BE IT RESOLVED** that the Jones County Board of Commissioners adopts this resolution in support of the Interlocal Agreement for Fire Service with Western Carteret Interlocal Agency.

This resolution is effective upon its adoption this 18 day of September, 2017.



Frank Emory  
Frank Emory, Chairman

Attest:

Angelica Hall  
Angelica Hall

## EXHIBIT D

## Budget Amendment

Date: 9/18/2017

Fund: General Fund

Fiscal Year: 2017-2018

Amendment #4

Increase Revenues


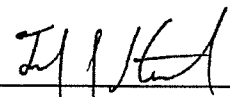
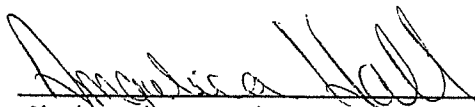
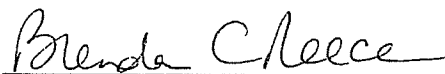
WIC Program	WIC - State	11-0211-4519-03	570.00
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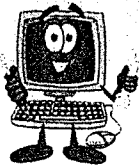
Total Increase in Revenues	570.00
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Increase Expenditures

WIC Program	Contract - Services	11-5167-5440-13	570.00
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Total Increase in Expenditures	570.00
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Chairman  
County Manager  
Clerk to the Board  
Finance Officer



JNB Tek LLC

73 Main Street  
Maysville, NC 28555

## EXHIBIT E

Date 9/1/2017

Estimate # 1434

## Name / Address

County of Jones  
Attn: Franky Howard  
418 Highway 58 North, Unit A  
Trenton, NC 28585

Item	Description	Qty	Rate	Total
FVE-100e	EMS/Sheriff/EOC VOIP Phone System w/ 500GB Storage VOIP Trunks- 15 Extensions- 100 Auto Attendants- 10 Includes Hardware plus 1 year 8x5 Forticare	1	1,899.00	1,899.00T
FVE-100E Contract	8x5 FortiCare Contract	1	285.00	285.00T
Switch	24 port Gigabit switch	1	299.00	299.00T
Switch	24/12 Port POE Switch	1	399.00	399.00T
fon-375	Multi-line phone with 2.8" + 2.4" color LCD screens	23	199.00	4,577.00T
Analogue Adapter	Network Analogue to VOIP converter	1	75.00	75.00T
Fortigate 61E	10 x GE RJ45 ports (including 2 x WAN Ports, 1 x DMZ Port, 7 x Internal Ports), 128GB SSD onboard storage.	2	800.00	1,600.00T
Fortigate 51E/61E...	8x5 FortiCare Contract	2	120.00	240.00T
Labor	Install and configure phones and Phone System, switch and Firewalls. Train and program auto attendant/call handling	16	95.00	1,520.00T
Phone Lines	Phone lines for each Department/Channels / month	8	32.50	260.00T

I authorize the work  
on this quote to begin.

Subtotal \$11,154.00

Sales Tax (6.75%) \$752.90

Total \$11,906.90

JNB Tek LLC

Phone # 910-375-5292

Fax # 910-375-1297

regina@jnbtek.com

www.jnbtek.com

## EXHIBIT F

ONslow COUNTY  
NORTH CAROLINA

JONES COUNTY  
NORTH CAROLINA

**EXTENSION OF INTERLOCAL AGREEMENT  
FOR TRANSFER, DETENTION,  
AND CARE OF JONES COUNTY INMATES**

This Extension of Interlocal Agreement for Transfer, Detention, and Care of Jones County Inmates is made by and among the County of Onslow, North Carolina ("Onslow County"), the Sheriff of Onslow County ("Onslow County Sheriff"), the County of Jones, North Carolina ("Jones County") and the Sheriff of Jones County ("Jones County Sheriff") hereinafter collectively referred to as "the Parties".

WITNESSETH

Whereas in 2014, Onslow County, Onslow County Sheriff, Jones County and the Jones County Sheriff, entered into an Interlocal Agreement for the Transfer, Detention and Care of Jones County Inmates; and

Whereas, the effective date of the Interlocal Agreement was July 3, 2014 and its term, according to the language therein, was for two (2) years from the effective date; and

Whereas, the service provided therein and the payments provided therein have continued pursuant to the terms of that Interlocal Agreement under an informal extension; and

Whereas, the Parties desire to formally extend said contract for a period of two (2) years under the same operative terms and conditions.

Now therefore, it is mutually agreed as follows:

1. The attached "Interlocal Agreement: Transfer, Detention, and Care of Jones County Inmates", which is incorporated herein by reference, is extended under the same operative terms and conditions (fees, responsibilities, liabilities etc.) for a period of two (2) years from July 18, 2017 to July 18, 2019.



2. The performance and payments of the parties under the prior (or existing) informal extension is hereby specifically approved and ratified.

3. This Agreement may be renewed by mutual agreement of the Parties from year to year on an annual fiscal year basis under such terms and conditions as the Parties deem appropriate.

4. This Agreement may be terminated by either party upon sixty (60) days advance written notice to the other party.

5. All notices required by this Interlocal Agreement shall be given in writing to the County Manager and Sheriff of the respective County by first class mail as shown hereinbelow:

Onslow County Manager  
Attn: David Cotton  
234 NW Corridor Blvd.  
Jacksonville NC 28540

Onslow County Sheriff  
Attn: Hans J. Miller  
717 Court Street  
Jacksonville NC 28540

Jones County Manager  
Attn: Franky J. Howard  
PO Box 340  
Trenton, NC 28558

Jones County Sheriff  
Attn: Danny Heath  
PO Box 267  
Trenton, NC 28585

6. Except as specifically changed herein, the terms and conditions of the attached Interlocal Agreement: Transfer, Detention, and Care of Jones County Inmates shall continue to remain in full force and effect during the term of this extension.

ONslow COUNTY

By: \_\_\_\_\_  
Authorized Representative  
Date: \_\_\_\_\_

\_\_\_\_\_  
Attest

ONslow COUNTY SHERIFF

By: \_\_\_\_\_  
Sheriff of Onslow County  
Date: \_\_\_\_\_

Certificate of Onslow County Finance Officer

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act

\_\_\_\_\_  
Onslow County Finance Officer

JONES COUNTY

By: [Signature]  
Authorized Representative

Date: 7-28-17

JONES COUNTY SHERIFF

By: [Signature]  
Sheriff of Jones County

Date: 7/28/17

[Signature]  
Attest

Certificate of Jones County Finance Officer

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act

[Signature]  
Jones County Finance Officer